

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/21/16
FOR CITY COUNCIL MEETING OF 03/30/16

ISSUE:

13. Request for Approval of Professional Services Agreement – Agua Fria and Cottonwood Drive Intersection Safety Improvements – Phase I (RFP #16/16/P); Souder, Miller & Associates and Approval of Budget Adjustment in the Amount of \$200,000 and Expenditure of Funds for the Project. (James Martinez)

FINANCE COMMITTEE ACTION:

Approved as discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, FEBRUARY 22, 2016**

ITEM 7

CIP PROJECT #853B – AGUA FRIA ST./COTTONWOOD DRIVE INTERSECTION SAFETY IMPROVEMENTS

- REQUEST FOR APPROVAL OF AWARD OF RFP 16/16/P AND PROFESSIONAL SERVICES AGREEMENT FOR PHASE I SERVICES WITH SOUDER, MILLER & ASSOCIATES IN THE AMOUNT OF \$48,180 EXCLUSIVE OF NMGR
- REQUEST FOR APPROVAL OF THE BUDGET ADJUSTMENT REQUEST (BAR) TO BUDGET FUNDS FOR THE PROJECT
- REQUEST FOR APPROVAL OF THE EXPENDITURE OF FUNDS FROM AGUA FRIA ST./COTTONWOOD DRIVE FOR PHASE I SERVICES (JAMES MARTINEZ)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 32821.572960

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR DOMINGUEZ	X		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: January 29, 2015

TO: Public Works Committee

VIA:

Isaac J. Pino
Isaac Pino, P.E., Public Works Department Director
John J. Romero, P.E., Engineering Division Director
David D. Quintana, P.E. – Engineering Supervisor *JJ*

FROM: James A. Martinez, E.I.T., Project Administrator *J.A.M.*

ITEM AND ISSUE:

- Item A.) CIP NO. 853B – AGUA FRIA ST. / COTTONWOOD DRIVE INTERSECTION SAFETY IMPROVEMENTS PROJECT, (RFP NO. '16/16/P): RECOMMENDATION OF AWARD AND APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT FOR PHASE 1 SERVICES WITH SOUDER, MILLER & ASSOCIATES IN THE AMOUNT OF \$48,180.00 EXCLUSIVE OF NMGRT.
- Item B.) APPROVAL OF THE BUDGET ADJUSTMENT REQUESTS (BAR) TO BUDGET MONEY FOR THE CIP NO. 853B – AGUA FRIA ST. / COTTONWOOD DRIVE INTERSECTION SAFETY IMPROVEMENTS PROJECT.
- Item C.) APPROVAL OF THE EXPENDITURE OF FUNDS FROM AGUA FRIA ST. / COTTONWOOD DRIVE BUSINESS UNIT 32821, LINE ITEM 572960 (WIP DESIGN) IN THE AMOUNT OF \$48, 180.00, EXCLUSIVE OF NMGRT FOR PHASE 1 SERVICES.

BACKGROUND & SUMMARY:

On June 24, 2015, the City Council approved a Cooperative Project Agreement with the New Mexico Department of Transportation (NMDOT) in the amount of \$200,000.00 to fund design of the Agua Fria St. / Cottonwood Drive Intersection Safety Improvements Project. This funding is comprised of federal and state funds, requires no city match, and was programmed for federal fiscal year, FY 2015/2016 for design.

As a result of the aforementioned funding, a Request for Proposals (RFP No. '16/16/P) was advertised on October 15, 2015 requesting professional services to complete design of the referenced project. Local Preference provisions were not utilized since federal funding regulations prohibit their use. In response to the RFP, three proposals were received and evaluated according to the attached evaluation criteria. A list of all proponents and results of the evaluation are summarized as follows:

Proponents	Total Score
Souder, Miller & Associates	4,640
Santa Fe Engineering, Inc.	4,470
Wilson & Company, Inc.	4,340

The evaluation committee was comprised of the Purchasing Director and engineering staff from the Public Works and Facilities Department who selected Souder, Miller & Associates to provide professional services for the project. These services will provide an assessment on alternatives for the subject intersection. Following Phase 1 services, a determination will be made from the results on which approach will be taken to provide the needed safety and operational improvements.

Phase 1 services will also include environmental / archaeological investigations, public involvement including interviews with adjacent property owners to present the project purpose and any alternatives that may be considered in order to obtain public and stakeholder input.

Costs for Phase 2, 3, and 4 are to be negotiated after Phase 1 services are near completion to reevaluate the costs provided in the preliminary proposal (attached).

Funds are being requested to be budgeted into the Agua Fria St. / Cottonwood Drive Intersection Improvement Business Unit 32821, Line Item 572960 (WIP Design) made available through the aforementioned cooperative agreement with NMDOT.

RECOMMENDED ACTION:

The Public Works Department recommends the following:

- Approval of the Professional Services Agreements to provide professional engineering services in an amount of \$48,180.00 exclusive of NMGRT with Souder, Miller & Associates.
- Approval of the Budget Adjustment Requests (BAR) to Budget Money for The Agua Fria St. / Cottonwood Drive Intersection Safety Improvements Project
- Approval of the expenditure of funds from Agua Fria St. / Cottonwood Business Unit 32821, Line Item 572960 (WIP Design) in the amount of \$48,180.00.

Attachments:

- | | |
|----------|---|
| ITEM A.) | Souder, Miller & Associates Fee Proposal
PSA
Exhibit A – Scope of Work
Exhibit B – Unit Rate Schedule
Exhibit C – Project Schedule
RFP Evaluation Criteria
Summary of Contracts |
| ITEM B.) | NMDOT COOPERATIVE AGREEMENT
BAR |



January 27, 2016

Mr. James A. Martinez, Jr.
Project Administrator
Roadway and Trails Engineering Division
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

Via email: jamartinez1@ci.santa-fe.nm.us

RE: Agua Fria/Cottonwood Intersection Improvement Project, RFP #16/16P, Scope of Work and Fee Proposal – Rev. #1

Dear Mr. Martinez:

I am hereby submitting our revised scope and work and fee proposal. Our revised scope and fee is based on your review of our initial submittal, and on your direction on the project approach and level of effort on the required tasks.

The following outlines our revised scope of work.

Our scope and fee is based on the Scope of Work in the Request for Proposals for subject project. In addition, our scope of work is based on the direction provided to us at the scope of work meeting held on December 21, 2015, with you, John Romero, City of Santa Fe Engineering Division Director, and Brad Fisher, NMDOT North Design Region Local Government liaison, as well as the aforementioned direction provided to us on January 26, 2016.

Based on our discussion and direction, the City of Santa Fe prefers to phase the project development activities, with the initial completion of the Study Phase (Phase 1), followed by the development of Phase 2 (Preliminary and Final Design) and Phase 3 (Bidding Services). A determination will be made at a later date regarding the need for Phase 4 (Construction Services).

Our initial proposal reflects costs for Phase 1 services only. I am also including a Preliminary Fee Estimate for Phases 2 and 3, however, request that the level of effort for Phase 2 and 3 services be re-assessed at the completion of Phase 1, after a Preferred Design alternative has been determined.

The following outlines our proposed scope of work:



Phase 1

The following tasks will be included in Phase 1:

Location Survey

A Location Survey for the project limits will be provided. Sufficient coverage to the west, east, and north will be obtained to properly analyze the design alternatives, property impacts, drainage issues and potential impacts to existing improvements.

As agreed upon, the City of Santa Fe will provide available GIS Mapping data, including Aerial Photography.

Traffic Counts

As a cost-savings measure, traffic data will be provided by the City of Santa, and will include:

- Full 12-hr intersection turning movement count at the intersection of Agua Fria Road & Cottonwood Drive
- A second 12-hr turning movement count will be conducted at the intersection of Agua Fria Road and Fair Way.
- Pedestrian counts

Alternatives Assessment

SMA will conduct an alternatives assessment for the subject intersection. Alternatives assessed will include:

- Traffic Roundabout at the Existing Location (3-legged)
- Traffic Roundabout with connection of Cottonwood and Fairway Intersections (4-legged)

The alternatives assessment will be limited to the development of intersection geo-metrics, assessment of traffic and safety operations, and development of cost estimates for both alternatives. Detailed Exhibits will be developed for each alternative. Preliminary Construction Cost Estimates will be developed for each alternative. A preliminary estimate of Right-of-Way requirements will be determined for each alternative. An evaluation matrix for the two alternatives considered will be developed. A Summary Report with recommendations will be submitted to the City of Santa Fe for review and approval.

Environmental Investigations and Documentation

Environmental compliance will be completed in Phase I with the preparation and implementation of a project public involvement plan that meets the City's requirements and follows its Early Neighborhood Notification Procedures. An initial public scoping meeting will be held to inform the public of the City's intent and identify public concerns relating to the project. Public comments will be recorded and summarized in a brief report for the City so that any substantive issues may be appropriately addressed during the design phase. The biological survey and a Biological Evaluation will be completed to meet NMDOT and other applicable regulatory requirements. Pathfinder will consult with the NMDOT's Environmental Geology Section and review existing databases to determine the potential for hazardous materials in the project area. A preliminary review of the Federal Emergency Management Agency floodplain map indicates that the project is unlikely to encroach upon the Santa Fe River floodplain. The site



is located in uplands and no wetland delineation will be necessary. An NMDOT Categorical Exclusion Checklist documenting these and other environmental conditions will be filled out and submitted to NMDOT for approval. The City will have the opportunity to review all documents prior to submission to NMDOT and other agencies.

The project will likely require a Class III (100 percent) pedestrian cultural resource survey, as the project location includes undeveloped land that has not been previously surveyed for the presence of cultural resources. Further, a preliminary search of the New Mexico Cultural Resource Information System (NMCRIIS) database shows that a large archaeological site (LA 146) may intersect with the project area, and archaeological site density in the surrounding area is high. Because the project involves municipal, county, and/or state lands and is funded through the NMDOT, it must comply with state laws governing cultural resources, including the New Mexico Cultural Properties Act. As a result, it should be completed in accordance with the implementing regulations of the New Mexico Administrative Code (NMAC) and NMDOT guidelines for cultural resources. If the project ultimately receives federal funding through the Highway Safety Improvement Program (HSIP), it would be defined as an undertaking under Section 106 of the National Historic Preservation Act, which obligates the lead federal agency—in this case, the Federal Highway Administration—to consider the effect of undertakings on cultural resources that are eligible, or potentially eligible, for listing on the National Register of Historic Places.

In addition to the federal and state process discussed above, the Agua Fria/Cottonwood intersection is within the City of Santa Fe (COSF) River and Trails Archaeological Review District. While the project may ultimately be exempt from review by the COSF Archaeological Review Committee (ARC) if it is federally funded, the contractor should be prepared to complete the project in accordance with the COSF Archaeological Review Districts Ordinance and to coordinate with ARC staff throughout the process. The COSF Ordinance has specific field methodology and reporting requirements in addition to the guidelines of the NMAC, and a cultural resources report must be presented to the COSF ARC for review. Following ARC review, the report is submitted to the New Mexico Historic Preservation Division (HPD)/State Historic Preservation Officer (SHPO) for concurrence. This process requires close coordination with the SHPO, NMDOT, and COSF historic preservation personnel.

Public Involvement

As reflected in the Environmental write-up above, a Public Involvement meeting will be scheduled in the Study phase to present the project purpose and the alternatives being considered in order to obtain public and stakeholder input, which will be considered in the final evaluation of alternatives.

Phases 2, 3, and 4

At the conclusion of Phase 1, SMA will submit an updated scope of work and fee proposal to the City of Santa Fe for Phase 2, 3, and 4 activities.

Phase 2 activities will include:

- Drainage Investigations
- Right-of-Way Survey
- Preliminary and Final Design Plans, Specifications, and Cost Estimates



- Design Team meetings and documentation
- Right-of-Way Title and Mapping
- Utility Coordination Meeting
- *Right-of-Way Appraisals, and Acquisition services
- Assistance with project certifications (NMDOT and FHWA)

***Notes:**

1. A Preliminary cost estimate is included for Appraisal and Acquisition services. The estimate is based on 3 parcels. Actual costs will be pro-rated based on the actual number of parcels (i.e. if less parcels are required, the fee would be reduced accordingly).
2. Utility Designating and Locating is not included in the fee proposal. As a cost-saving measure, the City of Santa Fe will provide utility locates as may be required.

Phase 3 activities will include:

- Construction and Bid Documents
- Assistance with preparation of Addenda and Review of Bids

Phase 4 activities – the need for Phase 4 activities, Construction Engineering and Management, will be determined at a later time.

Attached are the following: 1) Man-hour and Fee Proposal; 2) Sub-consultant Proposals; and 3) Project Schedule.

Please let me know if you would like to set up a follow-up meeting to go over our proposal or if you have questions or need additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read 'George A. Herrera'.

George A. Herrera, P.E.
Senior Design Manager

cc: Miguel Gabaldon, SMA

Cost Summary Souder, Miller & Associates Professional Services and Expenses Task/Hours/Fee Breakdown Related To	
Project Description: Project Number: Owner: Date of Submittal: Tax Rate on Services:	Agua Fria/Cottonwood Intersection Improvement Project CIP #853B City of Santa Fe January 27, 2016 Applicable Rate at time of Contract
TOTALS	
PHASE/ CATEGORY OF WORK	*TOTALS
Phase 1 - Study	\$ 48,180.00
TOTALS	\$ 48,180.00

***Note: Costs Do Not Include NMGRT**

Cost Proposal for Agua Fria / Cottonwood Intersection Environmental Compliance

City of Santa Fe

Santa Fe County, New Mexico
Pathfinder Environmental, LLC

12/21/15

Prepared for Souder, Miller & Assoc., Inc.

WORK TASK	TASK LEADER	HRS PER TASK	AMOUNT PER TASK
	Kennemore, Devin Environmental Project Manager, Biologist		
ALL PHASES			
A. Project Management			
1. Scoping/Coordination	6	6	
2. Contract Administration	2	2	
Project Management Total	8	8	\$640.00
PHASE I - STUDY			
A. Environmental Investigations & Documentation			
1. Biological Survey	8	8	
2. Biological Evaluation to NMDOT Stds.	40	40	
3. Haz. Mat. Records Review	2	2	
4. Agency Consultation/Correspondence	8	8	
5. CWA 404/401 Permitting	4	4	
6. NMDOT CE for FHWA NEPA	24	24	
7. QA/QC	8	8	
Environmental Investigations & Documentation Total	94	94	\$7,520.00
B. Public Involvement			
1. Public Involvement Plan	12	12	
2. Public Meeting Coordination & Prep	4	4	
3. Public Meeting Attendance	4	4	
4. Public Meeting Synopsis	4	4	
5. QA/QC	1	1	
Phase I - Public Involvement Total	25	25	\$2,000.00
Total	127	127	
Total Labor			\$10,160.00
OTHER DIRECT COSTS			Subtotal: \$16,802.00
Reproduction, Postage, etc.	\$50.00		
Vehicle (Rate is \$.575 per mile)	\$92.00		
Archaeology Consulting	\$6,500.00		
ODC Subtotal	\$6,642.00	NMGR 8.3125%	\$1,396.67
TOTAL			\$18,198.67

PROPOSAL:

Pathfinder Environmental, PO Box 231, Rowe, NM 87562

Tel: 505.699.5175

Note: The above price assumes surficial archaeological/historical and biological-survey coverage of the intersection, potential out to 1,000 feet. We anticipate no federal or state-listed protected species, no historic buildings and no more than two archaeological sites requiring documentation. One full cultural resource report and presentation to the City of Santa Fe Review Committee. If the scope of work is expanded by the project proponent, SHPO, USACE, NMED, etc., (or if additional resources are identified) then the additional tasks will be handled on a time-and-materials basis, or covered under a change order to the contract.

Revised 01/16

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Souder, Miller & Associates (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide engineering services for the City in connection with the construction of the Agua Fria St. / Cottonwood Drive Intersection Safety Improvements (the "Project") comprised of the following phases and tasks thereunder:

PHASE I – LOCATION STUDY

Tasks:

1. Alignment Study
2. Environmental Investigations and Documentation
3. Location Survey & Mapping
5. Coordination
6. Public Involvement

PHASE II – PRELIMINARY & FINAL DESIGN (TO BE NEGOTIATED)

Tasks:

1. Preliminary Property Ownership Maps
2. Utility Designation, Location, and Mapping
3. Drainage Analysis
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right-of-way Design
7. Final Design
8. Coordination
6. Public Involvement

PHASE III – Bidding Services (TO BE NEGOTIATED)

Tasks:

- 1. Environmental Investigations & Documentation
- 2. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES (TO BE NEGOTIATED)

Tasks:

- 1. Construction Engineering and Management
- 2. Public Involvement

The foregoing phases of the Project and specific tasks thereunder are more fully described in Exhibit “A” attached hereto and made a part hereof.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor the sum of Forty Eight Thousand, One Hundred Eighty dollars and 0/100 cents (\$ 48,180.00) plus applicable gross receipts taxes in full payment for completing all tasks under PHASE I [LOCATION STUDY]. PHASE II [PRELIMINARY & FINAL DESIGN], PHASE III [BIDDING SERVICES], excluding Right-of-Way Acquisition which may be negotiated and added by amendment to this Agreement if required]. Compensation for PHASE IV [CONSTRUCTION SERVICES] may be negotiated and added by amendment to this Agreement if required.

B. The Contractor shall be responsible for payment of gross receipts taxes

levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and accepted for each phase of the Project. Compensation shall be paid only for services actually performed. Payment shall be made in accordance with the Engineering Cost Summary for Phase I, EXHIBIT "B", attached hereto.

4. LIQUIDATED DAMAGES

A. The Contractor shall perform the work within the time shown for each Phase of the Project, as shown in the Project Schedule in EXHIBIT "C", attached hereto and made a part hereof. Time is of the essence, and if the Contractor fails to complete the work for each phase in accordance with the Project Schedule in EXHIBIT "C", the Contractor agrees to pay the City the amount of one hundred twenty-five dollars (\$125) for each day any phase remains uncompleted, not as a penalty, but as liquidated damages for breach of this Agreement. The amount of liquidated damages shall be withheld from the final payment to the Contractor. If the amount of liquidated damages exceeds the amount due, the Contractor agrees to pay the City the additional amount within 60 calendar days.

B. If the times for completion of any phase shown on the Project Schedule, EXHIBIT "C", attached hereto, are exceeded for reasons beyond the control of the Contractor, then the parties may agree to amend this Agreement to extend the time within which Contractor shall complete the project or phase thereof.

C. If the Contractor's services for the project are delayed or suspended in whole or part by the owner for more than one year for reasons beyond the Contractor's control, the Contractor's fee for remaining work shall be subject to equitable adjustment.

D. The parties agree that the Contractor is principally responsible for performing plan checks and verifications of quantities and computations before submitting final

documents to the City. If, in the City’s review of plans specifications, substantive errors and discrepancies are apparent, requiring the City to make detailed checks and verifications of the Contractor’s work, the Contractor agrees to pay the City the rate of \$60.00 per hour for the time spent by the City checking and verifying the Contractor’s work.

E. The City shall issue to the Contractor a written authorization to proceed for each phase of the Project.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. TERM AND EFFECTIVE DATE

This Agreement shall be effective when the Notice to Proceed is signed by the City and the Contractor, whichever occurs last and terminate no later than four (4) years from the effective date, unless sooner pursuant to Article 7 below.

7. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily

performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

9. DOCUMENTS

A. Ownership of Documents: All documents including, but not limited to tracings, drawings, estimates, field notes, investigations, design analysis, structural calculations and studies which are prepared in the performance of this Agreement are to be and remain the property of the City and are to be delivered to the City before the final payment is made to the Contractor. The Contractor is liable for their replacement if destroyed or lost prior to transferring possession to

the City. Any use of these products by anyone other than the City for projects other than that which is the subject of this Agreement is strictly prohibited.

B. Reuse of Documents: All documents including drawings and specifications prepared or furnished by the Contractor (and the Contractor's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project. Such documents are not intended or represented to be suitable for reuse by the City on any other project.

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

12. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

13. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

14. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Contractor shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of

Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

D. Professional Responsibility and Liability: The Contractor shall sign and affix its seal to all reports, designs, plans specifications, estimates and all other engineering and land surveying data prepared by the Contractor. The Contractor shall be fully responsible for the accuracy of all work prepared by Contractor. In the event that errors or omissions are discovered in the Contractor's work, the Contractor's responsibility shall include, but not be limited to, the following:

(1) Upon Notification by the City of an error or omission, immediately provide at no cost to the City all engineering services (and surveying services, if applicable) required to correct the error and/or omission.

(2) Assume the cost of any reconstruction required as a result of an error and/or omission discovered in the Contractor's work.

E. The Contractor agrees to procure and maintain errors and omissions insurance in the amount of \$250,000 per occurrence for the duration of this Agreement, plus five (5) years after completion of construction. This is not a reimbursable expense.

15. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. EXHIBITS

The following Exhibits are attached to and made part of this agreement:

- A. Exhibit A – Scope of Work
- B. Exhibit B – Unit Rate Schedule
- C. Exhibit C – Project Schedule

BACKGROUND AND SUMMARY

In 2012, the City of Santa Fe carried out a summer internship program that provided students from Worcester Polytechnic Institute a research opportunity to conduct a crash analysis for the Santa Fe Metropolitan Planning Organization. As part of the analysis they looked at intersection crashes throughout the region, placing a severity value on them (Estimated Property Damage Only) and ranked the intersections based on crashes per Million Entering Vehicles (MEV). The intersection of Agua Fria Street and Cottonwood Drive was the highest ranked intersection with 4.75 MEV/EPDO (see Exhibit "F").

The City performed further analysis of the intersection. Based on the 2010 edition of the Highway Safety Manual (HSM), an intersection of this type is predicted to experience 0.5 crashes per year with 0.2 crashes per year being Fatal and/or Injury (FI). The supporting information is shown in Exhibit "G". Actual crashes between 2006 and 2011 show a crash rate of 4 crashes per year with 1.2 crashes per year being FI. This equates to 8 times more crashes and 6 times more FI crashes per year than what the HSM predicts.

A crash diagram is provided in Exhibit "H". As shown on the diagram, the majority of the crashes are between people making a left out of Cottonwood Drive and people traveling westbound on Agua Fria Street, with all of the FI crashes occurring as part of this maneuver.

Upon conducting a site visit, it appears that vehicles making a right turn into Cottonwood Drive are impeding the sight distance for vehicles wanting to make a left out of Cottonwood Drive, as shown in the picture in Exhibit "I". Due to the fact that there are relatively equal traffic volumes on both Agua Fria Street and Cottonwood Drive, the City of Santa Fe feels an appropriate counter measure to the identified safety issue is to design and construct a roundabout.

Pending further engineering analysis, a number of other countermeasures are recommended. One such improvement would be the relocation of the bus stop and the removal of the foliage surrounding it. This would improve the line of sight for drivers traveling westbound on Agua Fria St. and drivers pulling out of Cottonwood Dr. Another solution would be to introduce road dieting by removing the right turn lane in the westbound segment of Agua Fria St. This would eliminate the problem of vehicles in the right turn lane blocking the line of site for vehicles trying to turn out of Agua Fria St. The final option would be to consider signalizing the intersection, which could potentially solve the problem all together by giving the vehicles at Cottonwood Dr. a chance to safely turn either way onto Agua Fria St. Each of these improvements has the potential to decrease the number of crashes at this intersection.

Currently, design of the Agua Fria / Cottonwood Intersection Improvement Project will be funded through the Highway Safety Improvement Program (HSIP) in the amount of \$200,000.00 for fiscal year 2015. The City anticipates funding from the Highway Safety Improvement Program (HSIP) for the Agua Fria St. Cottonwood Drive Intersection Safety Improvements, NMDOT Control Number S100370, it is currently shown for fiscal year 2017 in the STIP with an estimated cost of \$1 Million for construction.

PROJECT OBJECTIVE & PROPOSED IMPROVEMENTS

- Conduct further engineering analysis at the location of Agua Fria / Cottonwood Drive and check for potential realignment opportunities.
- Provide at least three preliminary design alternatives for the above-mentioned project. The alternative that is the most suitable for this location will be chosen for final design and construction.
- Crash data, which has been recorded in the crash diagram Exhibit "H", requires analysis to determine the most suitable design alternative. A right-of-way feasibility review should be conducted for potential relocations or property acquisitions/permits. The development of final location recommendations is required, with public review.
- The preparation of preliminary construction plans will be required, along with right-of-way maps and parcel descriptions for the selected alignment and project.
- The design will be done in accordance with applicable standards set out in the AASHTO design guides, NMDOT standard specifications and drawings, and City standards.
- Design and right-of-way surveys and monumentation mapping will be required to prepare construction plans and Right of Way maps.
- Permanent signing and construction detours and signing will be in accordance with the MUTCD.
- Archeological and cultural resource reconnaissance, reporting, and clearance as necessary will be required.
- As the project proceeds, a number of public review meetings are envisioned to permit area residents and other interested parties to review and comment about recommendations.

This project consists of preparing final design plans, specifications, estimates and construction bid documents, and may include construction management services. General improvements to the intersection may include, but are not be limited to, reconstruction and possible realignment of the Agua Fria / Cottonwood Intersection project area; geometric and traffic capacity improvements; lighting and signalization improvements including signal interconnect; storm drainage improvements; pedestrian, bicycle and ADA improvements to include sidewalks, curb ramps and bicycle lanes; design of bus bays/lanes and permanent signing and striping. Horizontal and vertical alignments, intersection and driveway configurations, right-of-way needs, managed access, and other geometric properties of the roadway shall be evaluated.

BASIC FIRM QUALIFICATIONS

Consultants must clearly demonstrate they currently have the requisite staff and necessary engineering expertise for this project. All work must be done by or under the direct supervision of Engineers and surveyors registered to practice in New Mexico. The City fully anticipates the consultant immediately starts work on this project with the notice to proceed and expediently complete the design work within an approved schedule. Proponents need to demonstrate environmental sensitivity in design and ability to work with the public in project development.

Consultants will need to complete the design requirements in accordance with applicable codes, laws, and standards, including but not limited to: City of Santa Fe, New Mexico Department of Transportation, American Association of State Highway and Transportation Officials (AASHTO) and the Manual on Uniform Traffic Control Devices.

Work plans should address critically timed tasks and the consultant's strategy and key staff to deal with them. Consultants need to explain their strategy to coordinate the efforts of any sub-consultants on their team.

Quality Control

Consultants must provide detailed internal quality control procedures for verification of plans, quantities and cost estimates. The City will not provide an extensive review of plans, however, if the City must do so, it will back charge consultants its actual costs. Errors and omissions will be the responsibility of the consultant. Consultants will not be liable for errors or omissions in owner furnished data.

Timely Performance

The City expects the consultant to adhere to the negotiated schedule and perform in a timely manner. The consultant is expected to submit deliverables on or ahead of schedule. The City reserves the right to assess liquidated damages stipulated in the professional services agreement for consultant's failure to meet specific, contracted, milestone dates. Milestone dates will include but, may not be limited to, submission of Study, Preliminary & Final Design Report and Plans, submission of Right-of-Way Plans (if required), and submission of Bid Package including Construction Plans, Specifications and Estimates.

SCOPE OF WORK

The basic tasks the consultant will be expected to accomplish for the project are listed herein. The consultant shall submit a work plan, expanding in detail on the work items listed below, describing its approach to the project, along with a schedule, to indicate how the work will be accomplished. This work plan should be prepared such that it can be incorporated, with only minor modification, as Exhibit "A" in an eventual professional services agreement. Further description of basic services is as follows:

PHASE I – STUDY

1. Alignment Study
2. Environmental Investigations and Documentation
3. Location Survey and Mapping
4. Coordination
5. Public Involvement

PHASE II – PRELIMINARY & FINAL DESIGN

1. Preliminary Property Ownership Maps
2. Utility Designation, Location, and Mapping
3. Drainage Analysis
4. Geotechnical Investigations
5. Preliminary Design Plans
6. Right-of-way Design
7. Final Design
8. Coordination

9. Public Involvement

PHASE III – BIDDING SERVICES

1. Environmental Investigations and Documentation
2. Construction Bid Documents

PHASE IV – CONSTRUCTION SERVICES (If REQUIRED)

1. Construction Engineering and Management
2. Public Involvement

PHASE I – STUDY

1. Alignment Study

This work involves the development and preparation of an Alignment Study Report. The alignment study shall be conducted in accordance with the latest edition of the NMSHTD Location Study Procedures and the NMSHTD Action Plan. The Project Manager shall determine the number of reports under this task during contract negotiations.

This task will include assembly, collection, and analysis of engineering, right-of-way, traffic, property ownership, drainage, and other data that will be considered in identifying the need for improvement and factors that could affect improvement alternatives. The data to be collected and analyses to be performed will include:

- Existing conditions consisting of geometric features and condition of the existing roadway including travel lanes, sidewalks, curb, driveways, turning lanes, signalization, access, drainage, structures, lighting, and horizontal and vertical alignment.
- Research and assessment of traffic data and recommendations regarding need for turning lanes, number of turning lanes and recommended lengths and managed access treatments, etc. for signalized and non-signalized intersections.
- Drainage investigations, analyses, and recommendations for improvements.
- Identification and assessment of existing utilities.
- Assessment of available right-of-way and property ownership.
- Assessment of multimodal use. Existing bicycle, pedestrian, and transit use will be identified and evaluated.
- Assessment of land use and community conditions.
- Initial Site Assessment Update (if necessary). An Initial Site Assessment following NMDOT standards to be prepared for the project area and area adjacent to the project termini.
- Need to modify or reconstruct areas of the project in order to comply with the ADA requirements.

The findings of this task will be summarized in Design Report. Four (4) copies of this Design Report shall be submitted to the City. A Design Team meeting will be required to review and discuss the project evaluation.

2. Environmental Investigations and Documentation

Prepare environmental document that is appropriate for this project. The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope.

The environmental document shall be prepared in accordance with the NMSHTD Action Plan, FHWA Technical Advisory T 6640.8A, 23CFR Part 771 and other applicable guidelines and regulations. The Consultant shall, in consultation with the City, NMDOT, and FHWA, determine the environmental level of effort required for a project assignment and prepare environmental clearance documents (i.e. checklist, CE, EA, EIS, etc.), if necessary (see "NOTE" below). Possible funding sources may also institute additional requirements. Prepare required environmental, cultural and/or biological reports as appropriate for a project assignment including permit application submittals (i.e. NPDES, 401, 404, etc.) Qualified environmental and natural resource personnel (archeologists, biologists, etc.) must prepare reports. The Consultant will select logical termini for addressing environmental concerns on a sufficiently broad scope. All environmental, cultural, or biological reports shall be prepared in accordance with applicable guidelines and regulations. The following outlines tasks that may be required for project assignments:

- Prior to any agency coordination as listed below, the consultant will be required to coordinate all efforts with the New Mexico Department of Transportation (NMDOT) and Federal Highway Administration (FHWA), being that they are the environmental certification reviewing agencies and federal funding results in FHWA being the lead NEPA agency.
- Review the most recent list of federal endangered and threatened species in Santa Fe County to determine the potential presence of any listed species in the project vicinity, as required under the Endangered Species Act.
- Conduct a biological survey and prepare a biological memorandum.
- Conduct a cultural resources survey and prepare a cultural resources report that meets NMAC requirements and NMDOT guidelines for City/NMDOT review and FWHA submittal to SHOP for concurrence.
- The project location is within the City's Historic Downtown Archaeological Review District, compliance with the City's Archaeological Ordinance and coordination with City Archaeological Review staff and committee regarding cultural resource findings may be necessary due to the referenced ordinance excavation threshold of 2500 square feet. Please contact Lisa Roach, City Archaeological Review Committee Liaison, at (505) 955-6660 for more information.
- Coordinate with the State Historic Preservation Officer, City Historic Preservation personnel, and Native American Tribes, as necessary.
- Conduct jurisdictional wetland determination and delineation, and if necessary, provide a report for regulatory agency review and approval.
- Coordinate with the US Army Corps of Engineers and New Mexico Environment Department.
- Complete a US Army Corps of Engineers Nationwide Permit Application form.
- Submit the biological and cultural resources technical reports to the City of Santa Fe for review and incorporate any requested revisions. Submit the appropriate number of final documents and attachments to the City of Santa Fe.
- Public involvement, including meetings and preparation of comment forms.
- Noise and air technical analyses.
- A Context Sensitive Solution (CSS)/Public Involvement Plan for City and State review
- Impacts to prime or unique farmlands or farmland of statewide or local importance.
- Biological or hazardous materials issues (i.e. perform an Initial Site Assessment (ISA), Preliminary Site Investigation (PSI), etc.) with coordination with NMDOT Environmental Geology.

All reports submitted to the City are subject to City approval before investigations are accepted as complete.

NOTE: the Consultant in coordination with the City will determine national Environmental Policy Act (NEPA) requirements.

3. Location Survey & Mapping

Research and investigate adjacent property ownership within areas of new construction by use of county and/or city records. The Consultant shall provide a location survey to include location of fences, structures, and above ground utilities (i.e. manholes, pull boxes, etc.) that could conflict with proposed improvements should be identified. Use of City GIS orthophotography in conjunction with the location survey is acceptable. All surveying shall be performed under the direct supervision of a New Mexico Registered Professional Land Surveyor and conform with the Minimum Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors.

The Consultant, having obtained all the necessary records and field data, will show all pertinent survey data and information (i.e. existing right-of-way limits, property lines, monuments, structures, etc.) and tie to existing or set monuments on or near the project area. Survey information shall be prepared at the same scale as the planimetric P&P sheets and shown on these sheets.

4. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association, State of New Mexico General Services Division). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract. For this project, NMDOT and FHWA should be contacted initially as the reviewing agencies.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

- Scheduling all design reviews
- Writing design review reports

- Writing design team meeting reports (minutes)
- Distributing all reports, plans and documents

5. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. In addition, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE II – PRELIMINARY & FINAL DESIGN

1. Preliminary Property Ownership Maps

Provide Preliminary Property Ownership Layout Maps. These maps may be prepared by research/investigation of county records. Maps shall be prepared at the same scale as the planimetric P&P sheets.

2. Utility Designation, Location, and Mapping **Scope of Subsurface Utility Engineering Services**

The Subsurface Utility Engineering (SUE) process is to identify the type, size and the ownership of existing underground and overhead utilities and establish their exact/precise location within the proposed project limits of City proposed construction projects. Such SUE work may include a level A level of effort, in will be up to the consultant to follow the process and determine needs. The SUE process will include all necessary records research, field investigations (designation), pot holing (locating), surveying and mapping, design analysis and recommendations relative to impacts on existing and/or proposed utility systems on City projects. After identifying utility locations, the Consultant shall map utility locations onto plans and profile sheets and aerial photographs. Qualified, experienced SUE consultants shall provide subsurface Utility Engineering services.

3. Preliminary and Final Drainage Report

Prepare Preliminary and Final Drainage Reports. The drainage reports will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any of the problems.

3. Drainage Analysis

The Consultant will be required to reevaluate the necessary level effort for drainage engineering analysis and design needed considering the scope of the project assignment. This may include, but is not limited to evaluation of flows, FEMA/FIRM base flood elevations and floodplain management related issues (i.e. CLOMR/LOMR, etc.), recommendations for erosion/scour protection, and recommendations for the replacement of existing affected drainage structures or addition of new structures in the immediate area.

The drainage report will require a detailed study of the project area and recommendations are to be developed with alternate proposals to correct any problems. The Consultant shall submit four (4) "Draft" Drainage Reports for review and comment by City staff. Upon addressing comments from City staff, the consultant shall furnish the City four (4) bound final Drainage Reports.

Prior to performing a drainage study, the Consultant shall meet with the City's Project Manager to discuss the analysis of existing and proposed drainage structures. The Drainage Report shall include:

- Floodplain Management Related Issues (i.e. floodway development, no rise, CLOMR/LOMR, other)
- Discussion of soil types
- Vegetation and land use distribution
- Curve number or rational formula "C" calculations
- Time of concentration calculations

- Drainage area topographic map with existing structures inventory
- Drainage areas
- Design discharges and corresponding physical properties. Design discharge frequency calculated shall be determined based on the overall project needs to provide flood protection, erosion protection, stormwater quality enhancement and meet all floodplain management criteria.
- Summary of the drainage field inspection results including City personnel (public and other local agencies) interviews and drainage structure field inspection forms
- CME's required to construct the structures
- Summary table of existing and recommended drainage structure sizes and types, and identification of sources used in the analysis
- Preliminary erosion protection and energy dissipaters design and preliminary details

For urban projects, the preliminary hydraulics shall be computed based on existing information to provide scope of drainage work and cost estimate that will be the basis for the Final Drainage Report. The Drainage Report shall include preliminary design and locations of drop inlets, trunk lines, other preliminary drainage data, and dimensions of CME's and ponds needed.

Floodplain issues shall be addressed completely to assure the project complies with all applicable federal, state and City of Santa Fe regulations.

A detailed hydraulic analysis such as backwater profiles, flow velocities, scour calculations, and other hydraulic design data are required for major structures and design of permanent erosion protection.

In preparing the Drainage Report, the Consultant shall perform, on all major structures or channels, a hydraulic analysis using the appropriate (HEC-2, HECRAS, or WSPRO) computer model to develop water surface profiles for the existing conditions and for the proposed conditions. An approved Drainage Report shall be prepared for the selected alternative which shall incorporate all pertinent design data into a concise document including: drainage map(s); floodplain maps & profiles, inventory of existing drainage structures; detailed structure recommendations including drainage areas, design discharges, head water depths; and a Water Surface Profile Structure Layout Sheet for any major structures. If a retention pond is needed, the Consultant shall prepare and submit a Notice of Intent (NOI) groundwater application, as may be required. If Section 401 and 404 applications are required, the Consultant shall prepare and submit the necessary applications with the approval of the City. This work shall not be done prior to the completion and approval of the environmental documentation, as applicable.

For urban projects, include in the Drainage Report the storm drain design data at each drop inlet and manhole such as design discharges, carry over discharges, intercept discharges, and other hydraulics data. The construction plans shall include storm drain system data such as hydraulic grade line for 100-year discharge, invert elevations, slopes, velocities, and discharges.

If the disturbed area is greater than one acre, the Consultant shall prepare a storm water pollution prevention plan (SWPPP) and submit a Notice of Intent (NOI) to the Environmental Protection Agency on behalf of the City. The Consultant shall also prepare temporary erosion and sediment control plans (TESCP). Additional information regarding the SWPPP and TESCP may be available from the NMDOT Drainage Section.

If the project is located in a designated flood hazard area, the consultant shall determine if and prepare all applications for permits required on the project. The consultant shall prepare any submittals needed for Letters of Map Change that may be required based upon the final design and/ or construction as appropriate.

The Consultant shall use the NMDOT "Drainage Manual - Volume 1, Hydrology", current edition, "Drainage Manual - Volume II Hydraulics, Sedimentation, and Erosion", current edition, and "National Pollutant Discharge Elimination System Handbook", current edition, and all relative FEMA documents for methodologies and references needed in preparation of the Drainage Report.

4. Geotechnical Investigations

A. Geotechnical Services - General

The Consultant may be required to provide geotechnical recommendations and a Geotechnical Report. The Geotechnical Report will be submitted as part of the Preliminary Design of the selected alignment. **The Consultant will be required to propose the necessary level effort for geotechnical/foundation/substructure engineering analysis and design needed considering the scope of the project if substructure design is required.** This may include, but is not limited to, geotechnical investigations and laboratory testing sufficient to assemble construction details and provide engineering design of bridge approaches, substructures and foundations should reconstruction of these components be required.

The City may elect that the Consultant provide geotechnical services as defined below:

Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements, and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Project location map
- Description of the project scope
- Presentation of the field investigations
- Descriptions of the earth materials encountered during the field investigation
- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- Geophysical test results
- Plan and profile sheets with test holes or pits shown in plan and profile views

Geotechnical Design Recommendations

Final design recommendations shall address some or all of the following:

- Stabilization/densification of unsuitable embankment or native soils
- Slope stability/steepened slope design
- Mitigation of settlements
- Rock excavation and blasting requirements
- Maximum cut slope angles in soil and rock
- Suitability of foundation soils or rock to support an embankment or structure
- Shrink and swell factors of earthwork

- Groundwater affecting the project/need for cut-off trenches
- Special treatments, i.e. use of geotextiles, soil nails, pressure grouting, etc.

Geotechnical Report

The Geotechnical Report shall document the results of the geotechnical activities. The geologic and geotechnical study of the final alignment within the corridor shall make final geotechnical design recommendations to provide for a stable roadway prism including final pavement design. Three (3) copies of this report shall be submitted to the City in conjunction with the Preliminary Design Plans.

B. Geotechnical Services – Structures & Foundations

The Consultant may be required to provide geotechnical recommendations related to any structures and submit a Foundation Report. The Foundation Report, to include detailed recommendations for structures and retaining walls, shall be prepared for the selected structure alternatives.

The City may elect that the Consultant provide geotechnical services as defined below.

Geotechnical Investigation and Laboratory Testing

Geologic/geotechnical exploration shall follow the procedures, requirements, and guidelines as outlined in the latest edition of the NMDOT Materials Geotechnical Manual. The Geotechnical Report shall present data collected during the geotechnical investigation. Information shall include at least the following:

- Laboratory test results including consolidation, tri-axial testing of undisturbed samples if clay soils are encountered, direct shear tests, rock core point load and unconfined compression tests (rock cores)
- For bridge elements, one soil boring and/or rock core shall be completed at each abutment and each pier element. At the abutments, the borings should be taken to a depth of 80 feet. At the piers, the borings should be taken to a depth of 100 feet. Lesser depths of exploration will be acceptable with the presence of bedrock or very dense soil strata.
- For retaining walls, one soil boring and/or rock core shall be completed every 200 feet with no less than two borings completed per wall. Borings should be taken to a depth of twice the height of the walls.
- For drainage structures, the need for borings will be determined on a site-by-site basis.

Retaining Walls

Retaining walls shall be designed based on AASHTO and/or FHWA DEMO 82 Reinforced Soil Structures design guidelines. Bearing capacity, settlement, and global stability analysis shall be performed at all retaining walls to insure serviceability of the walls. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Mechanically Stabilized Earth (MSE) walls will utilize NMDOT's approved MSE wall manufacturers.

Bridge Foundation Analysis

Perform geotechnical analysis of foundations to determine type, size, and depths of foundations recommended. Load capacity analysis for vertical loads including immediate and long-term settlement analysis will be required. Lateral load analysis will be required to develop equivalent points of fixity, substructure stiffness and design forces of substructure elements. Suitable design methods are covered in the Manual or as recommended by the State Geotechnical Engineer. Provide a written report, showing

completed soil boring lab test results, engineering analysis, foundation recommendations, and required foundation depths.

Approach Embankment Analysis

Approach embankments shall be analyzed for long-term settlement potential, including settlements due to low in-situ density, hydro-collapsible soils. Requirements for stabilization of unsuitable subsoils will be specified where required to meet serviceability requirements. Approach embankments shall be specified for 100% standard Proctor density as required by City standard details with approach slabs bearing on AASHTO A-1-a material.

Foundation Report

The Foundation Report shall document the results of the field exploration and laboratory testing, bridge foundation recommendations and analysis and retaining wall recommendations and analysis. All work shall be completed according to the standards set forth in the most recent edition of the NMDOT Materials Geotechnical Manual. The Foundation Report may be included as a part of the Geotechnical Report.

5. Preliminary Design Plans

The Consultant will be required to provide or conduct the following:

Provide updated preliminary design plans (95% completion plans) for the project which may include: traffic signal & lighting and intersection design details, geometrics, traffic control plan, plan and profile sheets showing recommended horizontal and vertical alignment, typical sections, culvert sections, intersection layouts, drainage requirements, slope limits, right-of-way requirements, utility relocation/adjustment requirements, preliminary earthwork analysis, structure requirements such as bridges, retaining walls, and major drainage structures and a preliminary construction cost estimate by construction type. Project plans shall be prepared to the City's standards for general content and format. Plans shall be prepared for the alignment and typical sections, as approved by the City.

Project plans shall be prepared to the NMDOT's Standards for general content and format.

95% Completion Design Review

Schedule and conduct the 95% completion design review. The review shall include the preparation of the 95% completion review report. The Consultant may be required to submit and distribute up to twenty (20) bound sets of plans (50% reduced or 11"x17") for the review.

6. Right-of-Way Design

The City anticipates at least one parcel; the Consultant will be the lead agency in the acquisition process. When right-of-way design services are necessary, the Engineering Firm will provide right-of-way surveying, mapping, title reports, and monumentation as required by the cooperative agreement.

Right-of-Way Surveying

The development of the right-of-way surveying work shall be closely coordinated with the City staff.

All right-of-way surveying shall be performed by a Professional Surveyor licensed in New Mexico and ultimately should conform with Rule(s) 500.6 and 500.7 of the Minimum

Standards for Surveying in New Mexico adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors. Right-of-way surveying, mapping, monumentation should also conform with the latest NMDOT Right-of-Way Surveying, Mapping, and Monumentation Procedures/Policies and subsequent guidelines, standards, revisions and amendments.

Prior to commencing right-of-way surveying the Consultant shall meet with the City and NMDOT Right of Way Bureau to review and concur on the scope of right-of-way surveying, mapping and monumentation required based on the 30% completion plans, report and the preliminary property ownership layout maps. Right-of-way surveying, mapping, and monumentation will be performed only in areas where new right-of-way is required.

Upon receiving approval on the scope of right-of-way surveying work to be performed and after completing the necessary right-of-way and property boundary research, the NMDOT Right of Way Bureau shall proceed with the right-of-way field survey and locating existing right-of-way limits and intersecting property lines impacted by proposed fee take parcels and construction maintenance easements. Also, locate all fences, structures, septic tanks, billboard signs and other improvements, which may be affected by proposed right-of-way widening, appraisals, acquisitions, etc. The location survey phase of the project may include many of the aforementioned features, this information may need to be appropriately tied to the right-of-way surveys and maps, and therefore coordination between the Consultant, City, and NMDOT Right of Way Bureau is required.

Right-of-Way Mapping

The Consultant shall meet with the City and NMDOT Right of Way Bureau to review the completed right-of-way survey map. Key topics of review and discussion at this session will be confined to the methodology utilized in the determination of existing right-of-way limits, intersecting property lines, encroachments, hiatus, prescriptive rights, accepted/rejected monuments etc. This meeting should be scheduled prior to beginning the preparation of right-of-way maps.

The City will not provide an extensive detail check of any of the final maps and plans. Therefore, any errors and/or omissions in the final Right-of-Way Maps, legal descriptions, and subsequent monumentation mapping and staking will be the full responsibility of the NMDOT Right of Way Bureau in coordination with the Consultant. Acceptance of the final Right-of-Way Map or other work products developed under the contract and termination of the contract when work is completed will not remove the responsibility of the Consultant as outlined above.

Title Reports

All title services work shall be performed in accordance with Executive Order No. 89-15, dated March 30, 1989 and the policies and procedures as contained in the NMDOT Right-of-Way Handbook Volume II, utilizing the forms and/or formats set out therein.

Takes and Construction Maintenance Easements (CME's)

The consultant shall provide the following:

- A thirty-three (33) year certified title search on every parcel affected in the right-of-way acquisition.
- A Chain of Title (Index) reflecting all transactions affecting said parcel shall be provided.
- Copies of all pertinent documents described in Chain of Title (Index).

- A five-year tax search (or computer printout) reflecting the current assessed owner, address, description of property and the amount of taxes for the current assessed year reflecting whether paid or unpaid.
- Caption sheet or title sheet showing current owner and address of record, description of property being abstracted.
- Work map and index identifying each parcel abstracted.
- Information on any mortgages, liens, or judgments that have been released of record does not have to be shown on said search. For any probates or district court proceedings only pertinent proceedings need be shown, not the complete case file.

Temporary Construction Permits (TCP's)

The consultant shall provide the following:

- Provide current ownership.
- Title sheet showing current owner, address of record, description of property, document creating ownership and certificate.

Monumentation

The Consultant shall prepare the preliminary monumentation mapping, field staking of right-of-way limits as defined by the final Right-of-Way Maps and Right-of-Way Certification and recordation of the final Right-of-Way Monumentation Map(s) will be required. The final monumentation maps shall meet the NMDOT's Monumentation Mapping guidelines/policies and current pertinent provisions of the Minimum Standards for Surveying in New Mexico.

7. Final Design

The Consultant will be required to provide and conduct the following:

PS&E Completion Design Plans

Provide PS&E design plans for the project which may include, but are not limited to, roadway typical sections and pavement design, quantity summary and schedules, plan and profile sheets showing horizontal and vertical alignment, lane configuration and intersection geometrics, permanent signing and striping plans, traffic signal and lighting plans, structure sections, roadway turnouts, slope limits, proposed right-of-way limits, drainage requirements, TESCM plan, traffic control plan and sequence of construction, utility relocation/adjustment requirements, earthwork analysis, structure details for bridges, retaining walls, and major drainage structures (and aesthetic details if necessary) and a construction cost estimate by construction type. Identification of areas requiring work permits, temporary construction permits, and construction maintenance easements will be required. Project plans shall be prepared to the NMDOT's standards for general content and format.

PS&E Completion Design Review

Schedule and conduct the PS&E completion design review with appropriate City staff. The Consultant shall prepare the 100% completion review reports (or meeting minutes). The Consultant shall submit and distribute twenty (20) bound sets of plans (50% reduced or 11"x17") for each design review or as many as determined by the City.

The Consultant shall provide final design plans, which may include, but are not limited to, the following:

1. General Sheets
 - Title Sheet

- Vicinity Map
 - Project Layout Sheet
 - Index of Sheets
 - Summary of Quantities
 - General Notes and Incidental Items
 - Environmental Concerns and Mitigation Measures
2. Miscellaneous Sheets
 - Typical Sections
 - Miscellaneous Details
 - Surfacing Schedule
 - Structure Quantities
 - Miscellaneous Quantities
 - Curb and Gutter Layouts
 - Metal Barrier Layouts
 - Erosion and Sediment Control
 - Seeding and Landscaping
 - Grading Plans
 - Visual/Aesthetic Details
 3. Plan and Profiles Sheets
 - Mainline
 - Cross Roads
 4. Turnout Profiles
 5. Bridge/Retaining Wall/Noise Wall Plans
 6. Traffic Control Plans
 - Notes
 - Sequence of Construction
 - Sign Face Details
 - Traffic Control Plans
 7. Signal Plans
 - Signal Warrant Analysis for at-grade intersections
 - Signal Design Plans
 - Interconnect Plans
 8. Lighting Plans
 - Lighting Analysis
 - Lighting Plan
 9. Permanent Signing and Striping Plans
 - Plans
 - Overhead Signs
 - Sign Face Details
 10. Drainage Plans
 - Plan and Profile

- Structure Sections

11. Earthwork Cross- Sections

8. Coordination

The Consultant will be responsible for all coordination necessary to accomplish the work required by the contract. This responsibility shall include coordination with the public, all property owners and federal (ex. FHWA, US Fish & Wildlife), state (ex. NMDOT, NMED, SHPO), city (all departments/divisions/committees as required), county, schools (ex. NM School for the Deaf) and other agencies having jurisdiction, management responsibilities, sensitive resource responsibilities, permit authority or interest in the project (ex. Santa Fe Railyard Community Corp., Trust for Public Land, SHPO, NMED, Acequia Madre Ditch Association). This will include obtaining approvals and/or concurrence on all work that is to be completed by the Consultant including work completed by sub-contractors working under this contract.

This responsibility shall also include obtaining all formal and informal approvals. For any required formal (written) approvals, the Consultant will provide the City with all required data and draft/final draft letters of transmittal. In the event the Consultant is not successful in obtaining formal or informal approvals, the Consultant shall promptly notify the City in writing, and the City will assist in resolving the matter.

The appropriate agencies, the public and other interested groups will be contacted to insure that the community and governmental concerns are identified and considered for inclusion in the study and design development of the project. The Consultant shall be responsible for all coordination that is required to provide a satisfactory public involvement plan and environmental document, as necessary.

In addition to the above, the Consultant shall be responsible for:

1. Scheduling all design reviews
2. Writing design review reports
3. Writing design team meeting reports (minutes)
4. Distributing all reports, plans and documents
5. Performing property owner interviews and documenting the interviews
6. Providing monthly progress reports for design, utilities, environmental, right-of-way, and construction
7. Providing periodic progress presentations to the City and local elected officials (i.e. Public Works Director, Division Director, City Council, City Committees, MPO, RPA, etc.)

9. Public Involvement

The Consultant shall be responsible for the implementation and cost of all public meeting (or public hearing) coordination including advertisement of the meetings, arrangement and cost for required recording equipment; news media coordination; providing and arranging for the meeting facilities; responding to agency and public comments; preparation of handouts, exhibits and displays; coordination of meetings; preparation of reports of all meetings and contacts; preparation of transcripts and summaries of public meetings; and any coordination with the general public, property owners, or agency involvement that may be required before or after the public meetings.

Property owner contacts shall be conducted in the field by arranging to meet with owners at their respective parcels. An overview of the project will be discussed and include preliminary access, drainage, fencing or other issues as applicable. In addition, the specifics on how the property owner's access, fencing, gates, drainage, etc., will be affected by the project are to be discussed.

If applicable, the Consultant shall be responsible for following City development code, Chapter 14-3.1(f), Early Neighborhood Notification (ENN) Procedures (i.e. notice of public meetings).

PHASE III – BIDDING SERVICES

2. Construction Bid Documents

The Consultant shall submit the completed final design plans, specifications and estimates and all related documents to the City of Santa Fe. The final design package may include the following:

1. Two (2) full-size copies of final design plans (36"x 24"); signed by the City's Public Works Director, Division Director, ADA Coordinator, and Historic Preservation Division Director;
2. TWENTY (20) half-size copies of final design plans (12"x18" or 11"x17"); and access to final design plans on an FTP website.
3. One (1) paper and electronic copy of the final cost estimate.
4. TWENTY (10) bound final sets of complete bidding documents, including wage rates and signed advertisements, and access to documents on an FTP website.
5. Review of contractor submitted "As-Built plans", preparation and submittal of "As-Built" drawings on Mylar prints (36" x 24"), one (1) 36" x 24" paper copy and on CD in AutoCAD format (version 2010 or more current).

All of the work defined in this "Scope of Work" will be included in the draft professional services agreement (PSA) attached as Exhibit D.

PHASE IV – CONSTRUCTION SERVICES (IF REQUIRED)

1. Construction Engineering and Management

The City may require Construction Engineering and Management Services during construction. If required, a portion or all of the services listed below will be negotiated.

The construction phase will commence with the award of the construction contract and continues until the two-year warranty inspection and report is submitted by the Consultant and approved by the City. The Consultant shall be the representative of the City during the construction phase and shall advise and consult with the City Project Manager regarding construction activities for the duration of the construction phase. Construction phase services will include the resolution of problems encountered during construction. Any additional design services not caused by errors and/or omissions, and requested by the City will be authorized by an amendment to the agreement. Any amendments to the agreement shall establish the additional work requirements, amend the contract as required, and adjust the time schedules.

The Consultant shall fully execute and participate in the following tasks to implement the construction of the Project in conformance with the plans and specifications:

1. Preconstruction meeting with the Construction Contractor, Owner, Utilities;
2. Daily construction observation, oversight, inspection and daily diary entry;

3. Construction management basic services including:
4. Construction Engineering Technical Support;
5. Review of Construction Contractor material submittals or shop drawings;
6. General project review and response to Construction Contractor's requests for information and clarification;
7. Change order review and preparation;
8. Claims review, documentation, and correspondence;
9. Provide As-Constructed Quantities;
10. Receive, review and approve progress payments (to be forwarded to the City);
11. Preparation and authorization of field inspections and punch lists; and
12. Two-year warranty inspection and report
13. All of the work defined in this "Scope of Work" will be included in the draft professional services agreement (PSA) attached as Exhibit A.

2. Public Involvement

The City may require Public Involvement Services during construction. If required, a portion or all of the services listed below will be negotiated and added by an amendment to the original contract.

The Consultant shall be responsible for the implementation and cost of all public information coordination, which may include, but is not limited to, providing construction updates and schedules through a project website and media (television, radio, and newspaper) press releases and responding to agency and public concerns and comments. Attendance to periodic (most likely weekly) project meetings between the construction contractor, City personnel and other agencies will be required to obtain schedules and notify the public, property owners, businesses, emergency response, transit and other transportation users of road, lane or access closures, detours and other construction activities that may impact traffic. It is essential the Consultant maintain on-going communication with project construction personnel to ensure accurate dissemination of construction related activities to the public.

All of the work defined in this "Scope of Work", or as negotiated, will be incorporated in an eventual professional services agreement (PSA) attached as Exhibit D.

Cost Summary	
Souder, Miller & Associates	
Professional Services and Expenses Task/Hours/Fee Breakdown Related To	
Project Description:	Agua Fria/Cottonwood Intersection Improvement Project
Project Number:	CIP #853B
Owner:	City of Santa Fe
Date of Submittal:	January 27, 2016
Tax Rate on Services:	Applicable Rate at time of Contract
TOTALS	
PHASE/ CATEGORY OF WORK	*TOTALS
Phase 1 - Study	\$ 48,180.00
TOTALS	\$ 48,180.00

***Note: Costs Do Not Include NMGR**

Evaluation Scores for RFP '16/16/P: Agua Fria/Cottonwood Intersection Improvement Project

Evaluators:	Robert Montoya		Michelle Martinez		James Martinez		John Romero		Dave Catanach		Overall Scores	
	Evaluation Points 0-1-2-3-4-5	Score	Evaluation Points 0-1-2-3-4-5	Score	Evaluation Points 0-1-2-3-4-5	Score	Evaluation Points 0-1-2-3-4-5	Score	Evaluation Points 0-1-2-3-4-5	Score	Average	Total
Firm: Souder, Miller & Associates												
Criteria	Weighted											
Project Understanding & Approach	25%	9	225	10	250	9	225	8	200	10	250	1,150
Experience, Training & Education	10%	10	100	10	100	9	90	8	80	10	100	470
Past Performance	15%	9	135	10	150	10	150	9	135	10	150	720
Project Schedule	20%	8	160	9	180	10	200	9	180	10	200	920
Knowledge of Local Conditions	10%	9	90	10	100	10	100	9	90	9	90	470
Quality Assurance	5%	10	50	9	45	8	40	4	20	10	50	205
Quality of Proposal	10%	9	90	10	100	10	100	7	70	10	100	460
Resource Availability	5%	9	45	10	50	10	50	10	50	10	50	245
Total	100%		895		975		955		825		990	4,640
Firm: Santa Fe Engineering, LLC												
Criteria	Weighted											
Project Understanding & Approach	25%	8	200	9	225	10	250	8	200	9	225	1,100
Experience, Training & Education	10%	8	80	10	100	9	90	8	80	10	100	450
Past Performance	15%	8	120	10	150	10	150	8	120	10	150	690
Project Schedule	20%	6	120	9	180	10	200	8	160	10	200	860
Knowledge of Local Conditions	10%	10	100	10	100	10	100	10	100	10	100	500
Quality Assurance	5%	10	50	10	50	8	40	3	15	10	50	205
Quality of Proposal	10%	8	80	9	90	10	100	7	70	10	100	440
Resource Availability	5%	6	30	10	50	10	50	9	45	10	50	225
Total	100%		780		945		980		750		975	4,470
Wilson & Company												
Criteria	Weighted											
Project Understanding & Approach	25%	8	200	8	200	9	225	8	200	9	225	1,050
Experience, Training & Education	10%	9	90	10	100	10	100	8	80	10	100	470
Past Performance	15%	8	120	10	150	9	135	9	135	10	150	690
Project Schedule	20%	7	140	6	120	9	180	7	140	10	200	780
Knowledge of Local Conditions	10%	8	80	9	90	9	90	9	90	9	90	440
Quality Assurance	5%	10	50	9	45	10	50	3	15	10	50	210
Quality of Proposal	10%	9	90	8	80	9	90	10	100	10	100	460
Resource Availability	5%	8	40	10	50	10	50	10	50	10	50	240
Total	100%		810		835		920		810		965	4,340
Firm	Ave Score	Total Score	Rank									
Firm: Souder, Miller & Associates	928	4,640	1									
Firm: Santa Fe Engineering, LLC	894	4,470	2									
Wilson & Company	868	4,340	3									



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input checked="" type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Souder, Miller & Associates

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$48,180.00

Termination Date: Four (4) years after effective date of NTP.

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: 16/16/P Agua Fria St. / Cottonwood Drive Intersection Safety Improvements Project

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

- 5 **Procurement Method of Original Contract:** (complete one of the lines)
 RFP # '16/16/P RFQ Sole Source Other RFB#
- 6 **Procurement History:** N/A
 example: (First year of 4 year contract)
- 7 **Funding Source:** NMDOT Coop Agreement (HSIP Funding) **BU/Line Item:** 32821.572960
- 8 **Any out-of-the ordinary or unusual issues or concerns:**
 (Memo may be attached to explain detail.)
- 9 **Staff Contact who completed this form:** James Martinez *J.M.* Phone # 956-6953
Division Contract Administrator: Christine Gomez *CG*
Division Director: John J. Romero *J.R.*
Department Director: Isaac J. Pino *I.J.P.*
- # **Certificate of Insurance attached.** (if original Contract)
- # **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Procured through request for proposals
- # **Prior year's contract amount?:** N/A
- # **Describe service impact from an ongoing commitment to the contractor:** N/A
- # **Why staff cannot perform the work?:** see attached memo
- # **If extending contract, why?:** N/A
- # **Was a Santa Fe company awarded contract? If not, why?:** Yes
- # **Has the contract been approved as to form by City Attorney's Office?:** Yes.
- # **Is this for City Manager or Council approval?:** Yes, City Council

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	CONTACT NAME: Mary Ann Padilla	
	PHONE (A/C No. Ext): (505) 265-8481 FAX (A/C No.): (505) 266-3500 E-MAIL ADDRESS: mgutierrez@westernassurance.com	
INSURED Miller Engineers, Inc. dba Souder Miller & Associates 2904 Rodeo Park Drive East, Bldg 100 Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property & Casualty	36161
	INSURER B: Crum & Foster Specialty Ins Co	37079
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/NonContributory		6304G16068015	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA4G16068015	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUP4G16068015	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB4G16068015	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Professional/Pollution		PKC101395	11/1/2015	11/1/2016	Occurrence 3,000,000 Aggregate 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER:

For RFP Purposes Only
C/O Souder Miller & Associates
2904 Rodel Park Drive East
Building 100
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
M Ann Padilla/MARYAN

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Souder, Miller & Associates
 Procurement Title: 16/16/P - Agua Fria / Cottonwood Intersection Improvement
 Solicitation RFP#: 16/16/P - Agua Fria / Cottonwood Intersection Improvement
 Department Requesting/Staff Member Public Works / James Martinez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

James Martinez Project Administrator
 Department Rep Printed Name and Title

James Martinez Project Administrator
 Department Rep Signature attesting that all information included

[Signature]
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

*

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original proposal (s) with no redactions |

James Martinez Project Administrator
Department Rep Printed Name and Title

James Martinez Project Administrator
Department Rep Signature attesting that all information included

ITEM # 15-0574

Contract Number D14914
Vendor Number 000054360
Control Number S100370

COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and the City of Santa Fe (“Public Entity”), collectively referred to as the “Parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Federal Highway Administration (FHWA) funds to the Public Entity for the preliminary and final design, project development and certification, and production of a Plans Specifications and Estimate (PS&E) Certification Package for a transportation project described in the Public Entity’s Project Identification Form (PIF) and the Statewide Transportation Improvement Program (STIP). The deliverables under this Agreement may be referred to as the “Design Work” is referred to interchangeably as “Project” or “Project Control No. S100370.” The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction.

2. Funding.

a. The total funding for Project Control No. S100370, is **Two Hundred Thousand Dollars** (200,000) which will be shared by the Parties as follows:

1. <u>FFY 2015 Highway Safety Improvement Program (HSIP) Funds</u>	
<u>Department’s 90.00% share</u>	\$135,000
Design of a roundabout at the intersection safety improvements of Agua Fria St/ Cottonwood Dr at Rt 490066. (Description as per STIP database and Agreement Request Form, this agreement only pertains to the design portion of Project Control No. S100370.)	
2. <u>State’s matching 10.00% share</u>	\$15,000
For the purpose stated above.	
3. <u>Total FFY 2015 HSIP Funds</u>	\$150,000
4. <u>FFY 2015 Highway Safety Improvement Program (HSIP) Funds</u>	
<u>Department’s 90.00% share</u>	\$45,000
Right of Way acquisition	
5. <u>State’s matching 10.00% share</u>	\$5,000
For the purpose stated above.	
6. <u>Total FFY 2015 HSIP Funds</u>	\$50,000
7. <u>The Total Project (Design Work) Funding</u>	\$200,000

- b. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.
- c. FHWA's obligation of federal funds shall be supported by a certified cost estimate based on the Public Entity's Engineer's Opinion of Probable Cost (EOPC). The EOPC shall be submitted to the Department's North Region T/LPA Coordinator prior to the PS&E Review pursuant to 23 CFR Part 630B.
- d. The amount of federal funds obligated by the FHWA for the Project will be reviewed, after the Project is advertised. The Department's North Region T/LPA Coordinator will review and determine if the amount of federal funds obligated by the FHWA requires adjustment pursuant to 23 CFR Part 630.106.

3. Method of Payment -- Reimbursement.

The Department's District T/LPA coordinator shall reimburse the Public Entity upon receipt of payment requests for the purposes stated in Section 2 above, with supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Invoices will be accepted monthly, but must be submitted at a minimum quarterly to the Department's District T/LPA coordinator. Payment requests shall be identified by the project control number and certified that the requests accurately reflect work completed, amount due and the remaining Agreement balance. All expenses must be actual, rather than estimated, and listed on the payment request as charged. Only those expenses that are properly documented and deemed eligible will be reimbursed. Incomplete submittals will be returned to the Public Entity for corrections.

The Department's District T/LPA coordinator will not reimburse the Public Entity for costs incurred prior to obligation of federal funding and the full execution of this Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. The Project request for reimbursement shall be submitted to the Department's District T/LPA coordinator within thirty (30) calendar days of completion of the Project and prior to the termination date identified within Section 20.

4. Public Entity Shall:

- a. Act in the capacity of the lead agency for the Project.
- b. Use the Project Control Number in all correspondence and submittals to the Department.
- c. Pay all costs, perform all labor, and supply all material for the Project.
- d. Identify a single point of contact for the Project who may be either a Public Entity employee or consultant, for all communications to or from the Department.
- e. Complete all necessary Design Work, including preliminary engineering, environmental clearance documentation, right-of-way clearance, project development, and utility clearance.
- f. Provide verification that the contractor hired for the design or certification services was solicited and hired in compliance with governing federal, state and local procurement requirements.
- g. Obtain concurrence from the Department's North Region T/LPA Coordinator prior to award of the design contract.

- h. Submit to the Department's North Region T/LPA Coordinator for concurrence, as a deliverable of this Agreement, a proposed PS&E Certification Package which includes the following:
1. Construction Plans;
 2. Engineer's Opinion of Probable Cost;
 3. Specifications;
 4. Contract Book;
 5. Proposed Invitation for Bid; and
 6. Project PS&E Certification Package, shall also contain the following documents:
 - Signed Certification of Pre-Construction Phase (**Appendix E**);
 - Environmental clearance and certification documentation;
 - The State Historic Preservation Officer's concurrence;
 - Right of Way certification documentation;
 - Utility certification documentation;
 - Work Zone Checklist, Sections J and K;
 - Intelligent Transportation Systems (ITS) certification documentation; and,
 - Railroad certification documentation.
- i. Develop and execute the Project in accordance with the Department's current Tribal/Local Public Agency Handbook, Construction Procedures Handbook for Federal Aid Local Government Lead Projects, Right of Way Handbook, Volume VII, and the New Mexico Transportation Department's Office Procedures Manual.
- j. Insure all designs comply with **Appendix A**, "Preliminary Engineering/Construction Engineering" and are performed under the direct supervision of a Registered New Mexico Professional Engineer and/or Registered New Mexico Architect, as required by NMSA 1978, Sections 61-23-21 and 61-15-1.
- k. Design the Project in accordance with **Appendix C**, "Design Standards."
- l. Comply with **Appendix D**, "Survey and Right of Way Acquisition Requirements."
- m. Warrant, covenant, and agree that they will comply with conditions and terms contained in all appendices attached hereto. They will perform any and all applicable obligations contained herein.
- n. Complete the environmental process as described in the Department's Tribal/Local Public Agency Handbook and in accordance with state and federal guidelines and regulations including the National Environmental Policy Act (NEPA), FHWA Technical Advisory T 6640.8, 23 CFR Part 771, and guidance for preparing environmental documents. This effort includes, but is not be limited to:
1. Completion of a Location Corridor Study, if applicable, as described in **Appendix B**. Initiate and cause to be prepared an Initial Corridor Analysis Report "Phase A Report," a Location Study Report "Phase B Report," and the appropriate level of environmental documentation "Phase C";
 2. Submit a scope of work to the Department's North Region T/LPA Coordinator for concurrence with the determination of the level of effort needed for completing the environmental certification process;
 3. Conduct a cultural resources survey, if required, and submit the cultural resources survey report to the Department's North Region T/LPA Coordinator for review and assistance with making the submittal to the State Historic Preservation Office (SHPO).

The survey shall be conducted and the report shall be prepared in accordance with the Department's Guidelines for Cultural Resource Investigations;

4. Conduct and document hazardous materials investigations according to the Department's Environmental Geology Bureau's Hazardous Materials Assessment Handbook. The appropriate environmental documents shall be prepared by a qualified environmental professional, as defined in 40 CFR Part 312, and submitted to the Department's North Region T/LPA Coordinator for review;
 5. Conduct and document appropriate public notifications and public involvement activities;
 6. Submit appropriate and acceptable NEPA documents, prepared by a qualified environmental professional, to the Department's North Region T/LPA Coordinator for review and concurrence. "Acceptable" means documents that meet the criteria specified in the Department's Tribal/Local Public Agency Handbook; and,
 7. Produce and distribute an appropriate number of copies of environmental documents to regulatory agencies and interested parties.
- o. Comply with **Appendix G** if the Project involves lighting and/or highway lighting.
 - p. Comply with **Appendix H** if the Project involves signal(s) and/or highway signal(s).
 - q. Register with www.sam.gov and DUNS and provide such information to the Department as well as the total compensation and names of the Public Entity's top five executives to comply with the Federal Funding Accountability and Transparency Act of 2006.
 - r. If the Public Entity receives a combined \$750,000 in Federal Funding, which would require an audit pursuant to OMB Super Circular Section 200.501, it must provide the Department a copy of the most recent completed audit report before the start of work.
 - s. Ensure all design and Project plans require that all construction materials, including those associated with utility facilities and relocations, are in accordance with "Buy America" requirements (23 CFR Section 635.410), which require proof of origin and place of manufacture of iron and steel products and materials to be made in America. Additional information is available at: <http://www.fhwa.dot.gov/construction/equit/buyam.cfm>; <http://www.fhwa.dot.gov/utilities/buyam.cfm>.
 - t. Ensure all design and Project plans fully comply with Title II of the Americans with Disabilities Act of 1990 (ADA), implemented by 28 CFR 35, Section 504 of the 1973 Rehabilitation Act, implemented by 49 CFR 27, United States Access Board *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* a.k.a. Public Right-of-Way Accessibility Guidelines (PROWAG) section 300R.

5. The Department Shall:

- a. Assign the Department's North Region T/LPA Coordinator as the single point of contact to provide technical assistance for the development of the Project and to monitor and oversee progress under this Agreement.
- b. Ensure the Department's Environmental Development and Environmental Geology Sections timely reviews and concurs with Public Entity's:
 1. NEPA and related environmental documentation for appropriate level of effort and completeness, and timely assists the Public Entity by transmitting the Public Entity's NEPA documents to the FHWA for review and concurrence.
 2. Cultural resource technical reports and timely assists the Public Entity by transmitting the reports to FHWA and the SHPO officer for review and concurrence.

- c. Review the Public Entity's hazardous material investigation deliverables to concur Public Entity has certified each is compliant with American Society for Testing and Materials (ASTM) and Department standards.
- d. Review required certification documents and deliverables submitted by Public Entity for Acceptability, as that term is defined in the Department's current Standard Specifications for Highway and Bridge Construction, as a prerequisite to obligating the remainder of the Project's federal funding for construction.

6. Both Parties Agree:

Review of documents by the Department does not relieve the Public Entity, or its consultants, of its responsibility for errors and omissions.

7. Project Responsibility.

The Public Entity is solely responsible for ensuring that the Project is carried out to completion. The services required under this Agreement shall remain the full responsibility of the Public Entity, unless stated otherwise in the Agreement.

8. Public Entity Sole Jurisdiction.

After the completion of this Agreement, ownership of the Project design and development documentation shall remain solely with the Public Entity.

9. Legal Compliance.

The Public Entity shall comply with all applicable federal, state and local laws and regulations, and applicable Department policies including Design Directives in the performance of this Agreement. These laws include, but are not limited to: FHWA memorandums; Authorization to proceed and project monitoring at 23 CFR Part 630.106; Agreement provisions at 23 CFR Part 630.112; Project approval and oversight at 23 U.S.C. § 106 [as amended by SAFETEA-LU section 1904]; Single Audit Act Amendments of 1996 (P.L. 104-156)/OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18; Titles VI and VII of the Civil Rights Act of 1964 and related statutes; applicable provisions of the Disadvantaged Business Enterprise Program, 49 CFR Part 26; the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, Executive Order 12898, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights Act, and Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375; the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252; 2 CFR Part 170; and 2 CFR Part 25; the NMAC 17.4.2; Public Utilities and Utility Services, Utility right of Way and Easements, Requirements for Occupancy of State Highway System Right-of-Way by Utility Facilities.

Additionally, the Public Entity shall comply with all applicable federal, state and local laws and regulations governing environmental issues, workplace safety, employer-employee relations and all other laws and regulations governing operation of the workplace. The Public Entity shall ensure that the requirements of this compliance are made a part of each contract and subcontract on this Project at all tiers.

10. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov. For this reporting, Public Entity is the "subgrantee."

The type of information the Department is required to report includes:

- a. Name of subgrantee receiving the award;
- b. Amount of award;
- c. Funding Agency;
- d. NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants;
- e. Program source;
- f. Award title descriptive of the purpose of the funding action;
- g. Location of the subgrantee, which includes the Congressional District;
- h. Place of performance of the program or activity, which includes the Congressional District;
- i. Unique identifier -- DUNS -- of the subgrantee and its parent organization, if one exists; and,
- j. Total compensation and names of the top five executives of the subgrantee. This information is required, if the subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Public Entity's grant application and standard reports. As specified in Section 4, Paragraph r, the Public Entity will be required to provide the total compensation and names of the Public Entity top five executives, if applicable, and shall register with www.sam.gov and DUNS and provide that information to the Department.

More information on the Transparency Act may be located via the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>; and, <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

11. Disadvantaged Business Enterprise (DBE) Program.

- a. Required Contract Assurance: Each contract the Department signs with the Public Entity and each subcontract the Public Entity signs with a consultant or subconsultant must include the following assurance: "The contractor, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of U.S. Department of Transportation-assisted contracts". Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Department deems appropriate.

- b. DBE Program Obligations: The portion of the Department's tri-annual state DBE goal applicable to federal-aid design projects is 7.69%, which shall be attained through race neutral measures. Accordingly, even though design and other consultant contracts do not have contract specific DBE goals assigned to them, the Department encourages the Public Entity and its consultants and contractors to facilitate small business and DBE participation on this Project and to take all reasonable steps to eliminate obstacles that may preclude such participation.
- c. Provision of DBE Program Information: The Public Entity shall provide any DBE related information or data to the Department's North Region T/LPA Coordinator or the Department's Office of Equal Opportunity Programs, including but not limited to lists of quoters and DBE monthly participation forms, as required or upon request.

12. Title VI Program Obligations.

- a. Public Entity Assurances – Each contract the Public Entity enters into with a design consultant, other consultant or recipient on a project assisted by the United States Department of Transportation (USDOT), and any subcontract thereto, shall include the assurances contained in **Appendix F** as applicable:
- b. The Public Entity shall sign and submit the attached Appendix F (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Office of Equal Opportunity Programs. By signing **Appendix F**, assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Public Entity.
- c. The Public Entity shall require sub-recipients to sign and submit the attached Appendix F (Title VI Nondiscrimination Assurances For FHWA Recipients) to the Department's Office of Equal Opportunity Programs for each contract the Public Entity enters into with a design consultant, other consultant or sub-recipient on a USDOT-assisted project, and any subcontract thereto.

13. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

14. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

15. Office of Inspector General Reviews.

The Public Entity shall provide to all firms or individuals seeking a services contract related to this Agreement the reporting and oversight requirements that each will be bound to from the time of bid or proposal submission. The following provisions must be included in all contracts or subcontracts for services for a federally-funded project.

- a. Inspector General Reviews. Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned.
- b. Access of Offices of Inspector General to Certain Records and Employees. With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 5 U.S.C. App. §§ 3 or 8G, is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions.
 1. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract.
 2. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or local government agency administering the contract, regarding such transactions.
 3. Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.
- c. New Mexico Department of Transportation/Office of Inspector General. As specified in New Mexico State Transportation Commission Policy Number 30 (CP-30), current as of the date of execution of this Agreement, has the authority to carry out all duties required, which are the same as those specified in federal law: Office of Inspector General, 23 U.S.C. §302 (the capability to carry out the duties required by law); 23 U.S.C. §112 (contracting for engineering and design services); the review of Federal-aid construction contracts references; 23 U.S.C. § 106 (project approval); 23 U.S.C. § 112 (letting of contracts); 23 U.S.C. § 113 (prevailing rate of wage); 23 U.S.C. § 114 (construction); 23 CFR Parts 635 and 636 (design build); 23 CFR Part 637 (construction inspection approval); the State Departments of Transportation are responsible for ensuring that all federal-aid projects are carried out in accordance with federal requirements. This responsibility was specifically clarified in 23 U.S.C. § 106, as amended by Section 1904(a) of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, Public Law 109-59).

16. Access to Records, Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Public Entity shall maintain all records and documents relative to the Project for five (5) years after completion of the Project or termination of this Agreement. The Public Entity shall furnish the Department, State

Auditor, or appropriate federal auditors, upon demand, any and all records relevant to this Agreement for auditing purposes. If an audit determines that a specific expense was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense identified shall be reimbursed to the Department within thirty (30) days of written notification.

17. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the State Legislature, or the Congress of the United States, if federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

18. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

19. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

20. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **September 30, 2017**. Neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

21. Termination.

- a. The Department may terminate this Agreement if the funds identified in Section 2 above have not been contractually committed between the Public Entity and a contractor within three (3) months from the date this Agreement is effective.
- b. The Department will review inactive projects on a quarterly basis. An inactive project is a project for which no expenditures have been charged against federal funds for the past 12 months. If the Department determines a project to be inactive, the Department may, as directed by FHWA, terminate the agreement and redirect the unexpended balance pursuant to 23 CFR Part 630.106.
- c. The Department may, at its option, terminate this Agreement if the Public Entity fails to comply with any provision of this Agreement. By such termination, neither party may

nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

22. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

North Region T/LPA Coordinator

Lawrence Lopez
North Region Design T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-827-9734
E-mail: Lawrence.lopez@state.nm.us

District T/LPA Coordinator

David Quintana, P.E.
TSE
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 1-800-388-6630

Public Entity

John Romero
Project Engineer
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6612
E-mail: jjromero1@ci.santa-fe.nm.us

23. Amendment.

This Agreement shall not be altered, modified, supplemented, or amended except by an instrument in writing and executed by the Parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Ch Date: 8/25/15
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Christ Date: 5-28-15
Assistant General Counsel

CITY OF SANTA FE

By: Jason M. G. B. Date: 6/29/15
Mayor

ATTEST

By: Yolanda G. Nigro Date: 6-30-15
CITY OF SANTA FE Clerk
cc mtg. 6/24/15

Approved as to form and legal sufficiency by the CITY OF SANTA FE Attorney

By: MBM Date: 6/1/15
CITY OF SANTA FE Attorney

Approved: [Signature] Date: 6-5-2015
CITY OF SANTA FE Finance

APPENDIX A

Preliminary Engineering/Construction Engineering

1. The Public Entity may select design consultants for studies and preliminary engineering and construction engineering. The selection procedures shall be in accordance with 23 CFR Part 172 and the New Mexico Procurement Code, NMSA 1978, Section 13-1-28 et seq. If the Public Entity is a Home Rule Entity, its Procurement Code shall be followed.
2. On occasion, state funds are used for the design of a federal aid construction project. Stand-alone projects funded with these monies, such as Municipal Arterial Program, Severance Tax, or General Fund are normally certification projects that require minimal oversight by the Department. If state funds are used for preliminary engineering for a federal aid construction project, the associated Request for Proposals and Architectural/Engineering Contracts must follow the same procedures as if federal funds were being used.
3. Engineering consultants shall prepare a final fee estimate of any work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs. They shall keep this on file for five years.
4. Requests for Proposals (RFP) for federally funded professional engineering services shall be reviewed by the Department's North Region T/LPA Coordinator before the Public Entity may advertise the procurement. After concurrence, the Public Entity can advertise the RFP and can enter into a contract with the consultant pursuant to the Department's Consultant Services Procedures Manual or the Public Entity's own procedures as long as those comply with 23 CFR Part 172. If the Public Entity uses its own funds for design or construction engineering, no approvals for the consultant selection or process are required.
5. Reimbursements to the Public Entity for preliminary engineering or construction engineering will be made in accordance with reimbursement provisions of this Agreement, and based upon appropriate, timely submittals by the Public Entity and compliance with this **Appendix A**. Costs incurred prior to execution of this Agreement are generally ineligible for reimbursement but maybe eligible with additional justification pursuant to 23 CFR Part 1.9.
6. The Public Entity's Project Manager shall keep the Department's North Region T/LPA Coordinator apprised of the progress of Design Work under this Agreement and any important issues in a timely manner.
7. The Public Entity shall invite the FHWA Area Engineer and the Department's North Region T/LPA Coordinator and District T/LPA Coordinator to participate in any design reviews, project development conference or any related partnering meetings.

APPENDIX B

Location Corridor Study Guidelines

The Public Entity shall:

1. Be responsible for the Location Corridor Study, preliminary design, environmental documentation, and preliminary right of way activities.
2. Comply with the Department's Location Study Procedures, as follows:
 - a. **Phase A – Initial Corridor Study**
Determine the need for the project, define the full range of viable alternates, identify social, economic, environmental constraints, and select the most practical alignments for further study.
 - b. **Phase B – Detailed Alternative Evaluation**
Refine alternate alignments and generate feasible designs for each alternate at a conceptual level and provide adequate detailed information to serve as a basis for the preparation of the environmental documentation and the selection of the final alternate.
 - c. **Phase C – Environmental Documentation**
Complete the environmental documentation process, subsequent circulation and public hearing procedures in accordance with the action plan and federal requirements.
3. Initiate and ensure the reports detailed in Paragraph 2 above are prepared and accepted by FHWA as part of its deliverables under this Agreement.
4. Require its Engineering Consultant to prepare a final fee estimate of the work to be performed, indicating each element or task with estimated personnel-hours and associated unit costs. The Public Entity shall keep this on file for a minimum of five years.
5. Secure the Department's concurrence of the reports detailed in Paragraph 2 above. The Department may assist the Public Entity by transmitting reports to the FHWA, but the Public Entity is responsible for completing all studies with its own employees or consultants.

APPENDIX C

Design Standards

1. Roadway Projects (paving, landscaping, parking lots, etc.)
 - a. Project design shall comply with all federal and state laws and regulations, including but not limited to the Americans with Disabilities Act, United States Access Board *Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way* a.k.a. Public Right-of-Way Accessibility Guidelines (PROWAG) section 300R.
 - b. New construction or reconstruction of pavement shall have, at a minimum, a 20-year-life. Rehabilitation of pavement shall have, at a minimum, a 10-year-life.
 - c. The Department's current Standard Specifications for Highway and Bridge Construction, current edition applicable at the time this Agreement is executed, shall be used for this Project, including any Special Provisions and Supplemental Specification(s) issued to that edition.
 - d. The following documents listed below shall be used as a minimum, for the design of this Project and for projects on the State Highway System or the National Highway System. With prior approval from the T/LPA Region Coordinator, standards different from NMDOT may be used on Public Entity facilities. Public Entity shall use the latest edition, current as of the date this Agreement is executed, unless otherwise specified below:
 1. FHWA Manual on Uniform Traffic Control Devices;
 2. American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets;
 3. AASHTO Guide for the Development of Bicycle Facilities;
 4. Department's Regulations for Driveway and Median Openings on Non-Access Controlled Highways;
 5. Department's Urban Drainage Design Criteria;
 6. Department's Geotechnical Manual;
 7. Department's Tribal/Local Public Agency Handbook;
 8. Department's Hazardous Materials Assessment Handbook;
 9. Department's Location Study Procedures;
 10. Department's Right of Way Handbook;
 11. Department's Right of Way Mapping Development Procedures;
 12. AASHTO Guide to Design of Pavement Structures;
 13. Public Right-of-Way Accessibility Guidelines (PROWAG); and,
 14. Department's New Mexico State Access Management Manual (SAMM).
2. Architectural Projects (Transportation Related Buildings, etc.)
 - a. Project design shall comply with all federal and state laws and regulations, including but not limited to the Americans with Disabilities Act, the Americans with Disabilities Accessibility Guidelines, and NMSA 1978 Sections 67-3-62 and 67-3-64.
 - b. New construction or reconstruction of structure(s) or artwork shall have, at a minimum, a 20-year-life. Rehabilitation of structure(s) or artwork shall have, at a minimum, a 10-year-life.
 - c. The Local International Building Code, electrical code, plumbing code or federal or state codes shall be used, as applicable, for design, construction or rehabilitation project(s).
 - d. The following documents shall be used, as a minimum, in the design of this Project and for architectural projects, transportation related buildings, associated with the State Highway System or the National Highway System. Current New Mexico APWA or the Public Entity

APPENDIX C

standards may be used on Public Entity facilities. The Public Entity shall use the latest edition, current as of the date this Agreement is executed, unless otherwise specified below:

- 1.FHWA Manual on Uniform Traffic Control Devices;
- 2.AASHTO, A Policy on Geometric Design of Highways and Streets;
- 3.AASHTO Guide for the Development of Bicycle Facilities;
- 4.Department's Regulations for Driveway and Median Openings on Non-Access Controlled Highways;
- 5.Department's Urban Drainage Design Criteria;
- 6.Department's Geotechnical Manual;
- 7.Department's Hazardous Materials Assessment Handbook;
- 8.Department's Location Study Procedures;
- 9.Department's Right of Way Handbooks;
- 10.Department's Right of Way Mapping Development Procedures;
- 11.AASHTO Guide to Design of Pavement Structures;
- 12.New Mexico Commercial Building Code;
- 13.New Mexico Plumbing Code;
- 14.New Mexico Mechanical Code;
- 15.New Mexico Electrical Code;
- 16.U.S. Department of Interior, National Park Service Preservation Assistance Division, Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings;
17. Public Right-of-Way Accessibility Guidelines (PROWAG); and,
18. Department's New Mexico State Access Management Manual (SAMM).

APPENDIX D

Survey and Right of Way Acquisition Requirements

1. All Department right of way handbooks, including particularly Volume VII of the Right of Way Handbook and the Tribal/Local Public Agency (T/LPA) Handbook, shall be adhered to for all right of way operations, including title search, property survey, right of way mapping, appraisal, appraisal review, acquisition (including donations), relocation, and right of way certification.
2. *ONLY QUALIFIED PERSONNEL MAY UNDERTAKE RIGHT OF WAY FUNCTIONS.* Non-compliance with state, federal and/or Uniform Standards of Professional Appraisal Practice (USPAP) requirements may result in the Project being deemed ineligible for federal funds.
3. The Public Entity must provide the Department's North Region T/LPA Coordinator a progress schedule for Right of Way and Survey activities.
4. All right of way surveying, mapping, and monumentation shall be performed by a licensed professional surveyor experienced in right of way projects and shall conform with the current, Minimum Standards for Surveying in New Mexico adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors, as provided in NMSA 1978, Sections 61-23-1 to 61-23-32.
5. Right of way surveying, mapping, and monumentation shall be performed in accordance with the Department's Surveying Manual, the Right of Way Mapping Development Procedures, latest edition, and subsequent Department guidelines, policies, and procedures.
6. Right of way maps and documents must be 100% complete to be eligible for reimbursement. Information, additional guidance, and early technical assistance can be obtained from the Department's North Region T/LPA Coordinator.
7. Title reports shall be obtained and prepared to meet Department format and standards for all affected right of way parcels. Title reports shall be submitted to the Department's North Region T/LPA Coordinator for review by the ROW Bureau prior to the final right of way map submittal and shall be certified by the Public Entity as complying with the Right of Way Handbook, Volume VII the applicable sections of the T/LPA Handbook, and other state and federal requirements.
8. All real property appraisals shall be developed and reported in accordance with the right of way regulations, policies, and procedures of the Department, and the USPAP and where federal funds are involved, 49 CFR Parts 103 and 104. All appraisal and appraisal review actions are subject to Department and FHWA review.
9. Before the initiation of negotiations, the Public Entity shall, through a proper appraisal, establish an amount which it believes is just compensation for the real property to be acquired. The Public Entity shall not utilize the same individual/firm to conduct both the appraisals and the appraisal reviews. Upon the completion of the acquisition function, the Public Entity shall inform the Department's North Region T/LPA Coordinator and schedule an on-site review of the work. The Department will review the work to render an opinion as to the apparent conformance of the Public Entity's work with federal and state statutes and regulations (see Right of Way Acceptance Plan). In the event that a significant amount of the work is found to be unacceptable, during acquisition or any other right of way process, no concurrence of the Public Entity's right of way certification will be issued for the Project until the Department is satisfied that the work meets the requirements.

APPENDIX D

10. The Public Entity shall maintain all records and documents relating to the right of way acquisition for a minimum of five years and shall record all transfer of ownership documents with the Public Entity Clerk.
11. Department and FHWA personnel shall be provided access to project right of way files upon reasonable notice.
12. The Public Entity shall furnish the Department's North Region T/LPA Coordinator with a written right of way certification stating that Public Entity performed the right of way acquisition and relocations, if applicable, in compliance with federal and state laws and regulations. Right of Way Certifications will be considered by the Right of Way Bureau and the FHWA. Conditional certification of necessary right of way acquisition and relocations, if applicable, will not be accepted.

APPENDIX E

Certification of Pre-Construction Phase

Control No. S100370

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned

Project Control Number as follows:

1. That the State has complied with all applicable terms, conditions and certification requirements of this Agreement.
2. That the State has completed environmental coordination and obtained Department and FHWA approval of the Environmental, Right of Way, Utility, Railroad, and ITS documents and completed the consultation process with the State Historic Preservation Officer as required by law. Furthermore, the State has complied with Section Four of the Agreement.

CITY OF SANTA FE

By: _____
Mayor or designee

Date: _____

When complete, please send APPENDIX to:

Lawrence Lopez, North Region Design T/LPA Coordinator
NMDOT North Region Design
P.O. Box 1149, Room 203
Santa Fe, NM 87504

APPENDIX F

Title VI Nondiscrimination Assurances for FHWA Recipients

The _____ (Title of Recipient) ("Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (the Federal Highway Administration), it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 ("Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures ("Regulations") and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of race color, or national origin, sex (23 USC 324), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by 49 CFR subsection 21.7(a)(1) and 23 CFR section 200.9(a) (1).

More specifically and without limiting the above general assurance, the Recipient gives the following specific assurances with respect to its (Name of Appropriate Program):

1. That the Recipient agrees that each "program" and each "facility" as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all (Name of Appropriate Program) and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally - assisted programs of the U.S. Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and low income in consideration for an award.

3. That the Recipient shall insert the clauses of **Appendix F** of this assurance in every contract subject to the Acts and the Regulations.

APPENDIX F

4. That the Recipient shall insert the clauses of **Appendix F** of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in **Appendix F** of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (Name of Appropriate Program); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (Name of Appropriate Program).
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of the U.S. Department of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the (Name of Appropriate Program) and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the (Name of Appropriate Program). The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

APPENDIX F

Date: _____ Project Control Number: S100370

Recipient Name: City of Santa Fe

Signature of Authorized Official: _____

Print Name: _____ Title: _____

Phone: _____ E-mail: _____

This Appendix should be signed and mailed to the following:
New Mexico Department of Transportation
OEOP
Aspen Plaza, Suite 201
1596 Pacheco Street
Santa Fe, New Mexico 87505
Phone: 1-800-544-0936 or 505-827-1774
Fax: 505-827-1779

APPENDIX F

During the performance of this Agreement, the Public Entity, for itself, its assignees and successors in interest ("contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation ("USDOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration ("FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, ("Regulations"), which are incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it under this Agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX F

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the (Name of Recipient) will accept title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Name of Appropriate Program) and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Name of Recipient) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "___" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Name of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the (Name of Recipient), its successors and assigns.

The _____ (Name of Recipient), in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, sex, age, and disability/handicap, and low income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed (2) that the _____ (Name of Recipient) shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction. *

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX F

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the _____ (Name of Recipient) pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, _____ (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]*

That in the event of breach of any of the above nondiscrimination covenants, _____ (Name of Recipient) shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of _____ (Name of Recipient) and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by _____ (Name of Recipient) pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin sex, age, disability/handicap, and low income shall be excluded from participation in, denied the benefits of, or be otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX F

compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, _____ (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, _____ (Name of Recipient) shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of _____ (Name of Recipient) and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX G

Lighting and/or Highway Lighting

If the Project involves lighting and/or highway lighting, the Public Entity shall:

1. Provide at its own expense, all electrical energy, routine maintenance such as bulb and/or luminaire replacement, and in case of accidental damage or vandalism to poles or fixtures, replace them with the same brand or equivalent for continued satisfactory operation of said subject lighting system.
2. Service and maintain the lighting system with its own funds.

If the project involves highway lighting, the lighting improvements and services required to be provided under this Agreement shall remain the full responsibility of the Public Entity. The roadway shall remain part of the State Highway System. The Department shall maintain ownership over the state or federal route and shall maintain the route with its own funds.

APPENDIX H

Signal(s) and/or Highway Signal(s)

If the Project involves signal(s) and/or highway signal(s), the Public Entity shall plan to provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage, vandalism or equipment failure and make any repairs necessary due to accidental damage or vandalism to, or equipment failure of, the signal head, poles, conduits and wiring.

In addition, the Public Entity shall plan to:

1. Provide for equipment shut down/or emergency traffic control in the event of accidental damage or equipment failure.
2. Maintain the signal controller and control equipment (the "controller"), at its own expense, including maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the controller in the event the controller and/or cabinet is damaged or there is an equipment failure.
3. After the installation of the roadway signal system, if any, provide any and all utilities, maintenance, and such other items as may be necessary for continued satisfactory operation of the subject signal system.
4. Make all timing adjustments to the signal control equipment and review the signal system(s) for efficient and satisfactory operation.
5. Obtain approval from the Department for all signal equipment prior to installation.
6. Ensure the Project construction contractor is required by contract to name the Department and the Public Entity as an additional insured in the construction contractor's general liability policy.
7. Maintain the signal system and all facilities constructed with its own funds.

Signal improvements and services required under this Agreement shall remain the responsibility of the Public Entity. If the Project involves highway signals, the signal system, improvements and services required under this Agreement shall remain the full responsibility of the Public Entity.

APPENDIX I

**CERTIFICATION OF COOPERATIVE PROJECT AGREEMENT – DESIGN WORK
COMPLIANCE/COMPLETION**

I, _____, in my capacity as _____ of

_____ do hereby certify as follows:

That the State has complied with all the terms and conditions in the Agreement for

Control Number: S100370

By: _____

Date: _____

Mayor or designee

When completed, please send Certification to:

Lawrence Lopez
North Region Design T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-827-9734

16-03-003.PW

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE	
Public Works/Engineering/Roadway				02/01/2016	
ITEM DESCRIPTION	BU / LINE ITEM	--(Finance Dept Use Only)--		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
NM Department of Transportation	31821.490150			\$ (200,000)	
WIP Design	31821.490150 32821 32338.572960			\$ 200,000	
JUSTIFICATION: (use additional page if needed)				TOTAL	\$ - \$ -

--Attach supporting documentation/memo
 Budget adjustment (NMDOT Revenue) to fund the Design for Agua Fria St. / Cottonwood Dr. Safety Improvements Project per memo to Public Works Committee dated 02/11/2016

James Martinez Prepared By	02/01/2016 Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	<i>[Signature]</i> Budget Officer	3/8/2016 Date
<i>[Signature]</i> Division Director	2/3/16 Date		<i>[Signature]</i> Finance Director	3-10-2016 Date
<i>[Signature]</i> Department Director	2-3-16 Date		<i>[Signature]</i> City Manager	 Date